



<u>Decision Ref:</u>	2022-0078
<u>Sector:</u>	Insurance
<u>Product / Service:</u>	Household Buildings
<u>Conduct(s) complained of:</u>	Claim handling delays or issues Rejection of claim - subsidence or heave
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The First Complainant incepted a **Holiday Home Insurance Policy** ('the Policy') with the Provider on **6 September 2017** on behalf of the Complainants, who are four siblings. The policy was in respect of a property owned by all four. This policy provides buildings cover only. This complaint concerns the Provider's rejection of a claim for damage to the insured property. The policy period in which this complaint falls, is from **19 September 2019** to **18 September 2020**.

The Complainants' Case

The First Complainant telephoned the Provider on **20 January 2020** to notify it of two claims, the first relating to internal and external cracking on the walls around the sitting room window, the second relating to damage to the cladding and fascia and soffit at the gable wall of the holiday home.

Following its assessments, the Provider-appointed Loss Adjuster advised the First Complainant by email and letter on **28 February 2020** that both claims were declined.

The First Complainant made a complaint to the Provider on **2 March 2020** regarding the declination of the claim relating to the internal and external cracking on the walls around the sitting room window. Following its review of this matter, the Provider issued the First Complainant with its **Final Response Letter** on **30 March 2020**, in which it stood over its original decision to decline the claim.

The First Complainant sets out the Complainants' complaint in the **Complaint Form**, as follows:

"During our summer holidays in August 2019, about 19/8/19, we noticed light hairline-type cracks around the sitting room window of the house. These cracks were at the top left and top right of the window and were small and not of concern.

When visiting the house on 18th January 2020 to investigate storm damage to the left hand rear corner of the house at the soffit and fascia, we noticed that these small cracks are now large cracks and are both inside and outside the house at this location. It appears to be that the support lintel above the window was bowed slightly, causing cracking.

On [20th January 2020] I informed [the Provider] of the above issue concerning the cracking and storm damage and they appointed [a Loss Adjuster] to investigate this matter.

I have a lot of difficulty in accepting the decision that was made by [the Loss Adjuster] because I feel that we insured the house to protect the value of our Asset and also so that in the remote possibility of something happening to it that the cost of repairing it would be covered by the insurance, why would we get the house insured unless we were adequately covered.

I also have a problem with the time it took for a decision to be made by [the Loss Adjuster] which limited our ability to organise someone to fix the house and now due to the recent [coronavirus] Pandemic we can't get anyone to fix it during the present lockdown.

I also have a problem with suggestion that we delayed in informing [the Provider] of matters when we first noticed the light cracking. The reason we didn't inform [the Provider] in August 2019 was because the light cracking was of no concern then and in January 2020 the cracking was of concern and we promptly informed [the Provider].

This house is owned by my family [of named siblings] and it was originally owned bywho passed away in ... 19xx. It is very special to us and we are looking forward to getting it repaired as we continue to maintain the property as we should".

In his email to this Office on **19 March 2021**, the First Complainant submits that:

"In August 2019 the cracks noticed at the sitting room window were of no concern and in January 2020 they were of concern and then were immediately reported.

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There definitely were no repairs carried out at the front window since ... died in ... and neither myself nor my family are aware of any previous possible repairs. [Relative] would have discussed this with us if it happened.

The Report/Estimate submitted by [the Complainants' contractor] in February 2020 was subject to further investigation which would happen during dismantling the wall at the area of concern during its repair. The [contractor] also verbally said that in his opinion it probably was a "Gale of Wind" that caused the damage.

We have the...Building covered by our Insurance [Provider], this area with the damage is part of the Building Structure, the very reason why we have the Insurance".

In addition, in his email to this Office on **16 April 2021**, the First Complainant submits:

"I would like to ask why didn't [the Provider] or [its Loss Adjuster] do a thorough investigation to establish the true cause of the problem. The determination of the problem appears to have been made by consultation with [the Complainants' contractor], and...he said to me that you cannot properly determine the reason for the problem until you dismantle to investigate, but more than likely it was 'A Gale of Wind' that caused the problem.

How can a decision be made without a proper structural investigation?"

Furthermore, in his email to this Office on **28 April 2021**, the First Complainant submits:

"I still want to say that the very reason that we have insurance is to ensure that our property can be protected and repaired when a situation like this one happens".

The Complainants seek for the Provider to admit and pay their holiday home claim and in this regard, when he submitted the **Complaint Form** to this Office, the First Complainant submitted as follows:

"We would like [the Provider] to cover the cost of repairs to the house minus the excess of the policy".

The Provider's Case

The Provider sets out the following timeline of events in relation to the claims and complaint:

- On **20 January 2020**, the First Complainant telephoned the Provider to advise that upon visiting the holiday home the previous weekend, internal and external cracking was noticed on the walls around the sitting room window. He advised that these cracks had been first observed a few months previously but were regarded as hairline cracks and no action was taken at that time. This claim was registered as claim number xxxxx602.

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The First Complainant also advised of separate damage to the cladding, fascia and soffit at the gable wall of the insured property, and this was registered as claim number xxxxx605. The Provider appointed a Loss Adjuster, who agreed with the First Complainant by telephone, to inspect the property on **22 January 2020**. The First Complainant said he would not be able to attend, though his cousin would probably be there. He also advised that the damage to the property had already been inspected by a builder.

- On **22 January 2020**, the Loss Adjuster carried out the site inspection in the presence of the First Complainant's cousin. In regard to claim xxxxx602, the Loss Adjuster noted that the cracks had been first detected in **August 2019** and has worsened before Christmas. There was no evidence of an insured event operating and the nature of the cracks in the wall did not indicate a failure of the foundations and therefore, the insured peril events under the policy of storm, subsidence or escape of water, were not deemed relevant.

With regard to claim xxxxx605, the Loss Adjuster was advised that around **15 December 2019**, the neighbours had observed that a portion of the gable fascia had collapsed. The Loss Adjuster noted that the gable fascia was in poor condition and the timbers had rotted. Whilst on site, the Loss Adjuster telephoned Builder 1, who advised that he was not sure as to the cause of the cracking of the walls, and that further investigations would be required.

- On **23 January 2020**, the Loss Adjuster contacted the First Complainant to advise that the site inspection had taken place and in regard to claim xxxxx602, because the cracks were present only at the high level of the property around the window area, this would suggest that the cracks did not originate from the ground level, thereby excluding subsidence. The Loss Adjuster also queried repair works previously done to the façade of the property, but the First Complainant advised that he did not recall any recent repair works having been carried out. The Loss Adjuster advised that the builder would have to continue investigations in order to identify the cause of the cracks. In addition, the Loss Adjuster did not confirm cover for claim xxxxx605, the damage to the timber fascia, because of its deteriorated condition observed on site.
- On **31 January 2020**, the First Complainant emailed the Loss Adjuster advising that a different builder had been engaged to investigate the cracks at the property and had advised that the cracking had occurred due to movement in the support of the steel lintel, and that a report would follow soon. The Loss Adjuster emailed the First Complainant advising that the builder's report would have to highlight the cause of the cracking and the proposed remedy. The Loss Adjuster also enquired as to when the new mortar was fitted to the joints of the brick façade of the property. The First Complainant emailed to advise that he would forward the builder's report as soon as it was available and said he did not have an explanation for the new mortar, as he was not aware of any previous repair works.

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- On **3 February 2020**, the Loss Adjuster emailed the First Complainant a letter requesting an estimate for repairs to the damaged gable fascia, claim xxxxx605.
- On **7 February 2020**, the First Complainant emailed the Loss Adjuster the builder's report together with a quotation for the works at the insured property amounting to **€3,730.00 (three thousand seven hundred and thirty Euro)**. This report stated the cause of the damage as, *"Steel lintel over window has perished causing the wall to slip and crack"*.
- On **20 February 2020**, the First Complainant contacted the Loss Adjuster querying if there were any updates in regard to the claims. The Loss Adjuster advised that the builder's report had been received and was being reviewed and a decision would follow shortly.
- On **26 February 2020**, the First Complainant telephoned the Provider to say that he had not yet received any updates in regard to his claims. The Loss Adjuster telephoned the builder in regard to claim xxxxx602, who confirmed that the steel lintel had perished due to rust/corrosion which resulted in the subsequent internal cracking. The builder advised that the usage of a steel lintel was the practice at the time when the property was originally constructed and recommended its replacement with a galvanised lintel as this would be more weather resistant.

In regard to claim xxxxx605, the builder said the gable fascia board had rotted over time, and would cost around **€550.00 (five hundred and fifty Euro)** to repair. The Loss Adjuster then advised the First Complainant by telephone that based on the details on file, claim xxxxx602 for damage in the form of cracks in the walls, was not covered by the policy because the cause was attributed to rust/corrosion of the steel lintel and in regard to claim xxxxx605, advised that the damage claimed for was not covered due to wear and tear, to the fascia board.

- On **27 February 2020**, the First Complainant emailed the Loss Adjuster expressing his dissatisfaction with the fact that the policy would not cover the damage to the property claimed for and also regarding the delay in reaching the claims decisions. The Loss Adjuster emailed to confirm the reasons why the claims were being repudiated and that a declination letter would issue outlining the complaints process.
- On **28 February 2020**, the Loss Adjuster issued two claim repudiation letters by post and by email to the First Complainant, one in respect of each claim made. The correspondence relating to claim xxxxx602, the claim that is the subject of this complaint, advised, amongst other things, that:

"The reason for declination is we are unable to identify the operation of an insured Peril in this instance.

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Building contractor...had identified the cause of wall cracks as the 'steel lintel over the living room window has perished causing the wall to slip and crack'. This damage is arising due to rust or corrosion of the steel lintel as a result of gradual deterioration and exposure to general weathering. It is also noted that [this building contractor] has recommended that the steel lintel be replaced with a galvanized lintel which will be more weather resistant.

Damage caused by the following is excluded in the General Exclusions section of your policy:-

Wear and tear as undernoted

Wear, tear, rust or corrosion.

Gradual deterioration or any gradually operating cause ...

In addition you are obliged to immediately notify any loss to insurers as per the policy wording below:-

Notification

You must tell Us immediately of any loss, damage or accident and give details of how the loss, damage or accident occurred.

We note that you first became aware of the cracks to the living room walls in August 2019 however the claim was not reported to Insurers until January 2020, While the delay in notification has not really contributed to an escalation in the scale of the repair required we do feel it is prudent to bring this policy condition to your attention."

- On **2 March 2020**, the First Complainant telephoned the Provider to complain about the declination of claim xxxxx602 and he was provided with an email address to send his complaint to, and he emailed a complaint later that day.
- On **4 March 2020**, the Provider issued a **Complaint Acknowledgement Letter** to the First Complainant.
- On **30 March 2020**, the Provider issued its **Final Response Letter** to the First Complainant, standing over its decision to decline claim xxxxx602 and again setting out the reasons for this declination.

After reviewing this timeline of events, the Provider notes that the declination letter issued to the First Complainant on **28 February 2020**, two days after the Loss Adjuster arrived at the claims decision. Based on the above timeline, the Provider does not believe that the Loss Adjuster delayed the progression of the claim.

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The Provider says the scope of the Complainants' policy is for the specified events as defined in Section 1 of the **Policy Document**. In order for a claim to be covered by the policy, the policyholder must demonstrate that the damage was directly attributable to one of the causes covered by the policy, that is, an insured peril. The Provider notes that the burden of proving that a loss was caused by an insured peril, rests with the policyholder.

The Provider points out that the '**Claims – Terms and Conditions**' section at pg. 38 of the **Policy Document** provides that:

"Your Duties: ...

Notification

You must tell Us immediately of any loss, damage or accident and give details of how the loss, damage or accident occurred.

You will be required to produce, at your own expense, all necessary documents and information to support any loss and forward these to us, together with a completed claim form (if required), within 30 days of first notifying Us of the incident. Failure to provide the required documentation within the specified time may result in your claim being declined".

The Provider says the First Complainant was asked to provide a builder's report outlining the cause of the cracking identified at the property, and that this report should also include the proposed remedy for the repairs. The Provider notes that this report stated that the cause of the cracks was due to the fact that the steel lintel over the window had perished due to rust/corrosion which had subsequently caused the wall to slip and crack.

The Provider says that in order for an insurance policy to respond, the damage being claimed for needs to have been caused by one of the listed insured events. The Provider says that the damage noted does not fall under any of the listed insured perils that the Complainants' policy offers cover for, and therefore the claim cannot be admitted.

In that regard, the Provider says that on **22 January 2020**, at the time of the site inspection, the Loss Adjuster did not note any evidence to suggest that the steel window lintel had been damaged by the operation of an insured event. Also the nature of the cracking observed, in that the cracks were present only at a high level and only around the window area, excluded the possibility of failure of the foundation and as a result, the insured peril of subsidence was excluded.

The Provider says furthermore, that in his report, the contractor engaged by the Complainants to investigate the cause of the cracks stated:

"Cause: Steel lintel over window has perished causing the wall to slip and crack".

The Provider notes that during the Loss Adjuster's site inspection, evidence of previous repairs to the brick mortar surrounding the window lintel was also observed.

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The Provider referred the newly formed mortar to the First Complainant who advised that he had no knowledge of any previous repairs. The Provider says that this newly formed mortar indicates that the damage had been ongoing, prior to the Complainants' ownership of the property. In that regard, the Provider notes that the 'General Exclusions' section at pgs. 44-46 of the **Policy Document** states that:

"We shall not be liable for: ...

Wear and tear as undernoted

- *Wear, tear, rust or corrosion.*
- *Gradual deterioration or any gradually operating cause ..."*

The Provider says that because the damage presented, was caused by the steel lintel being affected as a result of gradual deterioration due to rust/corrosion and exposure to general weathering conditions over time, it is satisfied that based on the above exclusion, the Complainants' policy does not indemnify them for the loss presented to the Provider by the First Complainant.

In response to his comment in his **Complaint Form** that *"I also have a problem with suggestion that we delayed in informing [the Provider] of matters when we first noticed the light cracking"*, the Provider notes the First Complainant first became aware of the cracks in the insured property's sitting room in **August 2019**, however the claim was not reported until **January 2020**. Nevertheless, the Provider says that the delay in notification of the damage identified was not highlighted as a reason for the claim declinature issued on **28 February 2020**. Rather, the policy condition that *"You must tell Us immediately of any loss, damage or accident and give details of how the loss, damage or accident occurred"* was merely brought to the First Complainant's attention.

In conclusion, the Provider says that it is satisfied that the loss in this instance has resulted from the gradual deterioration of the steel window lintel which had perished over time and that there is no evidence to suggest that the steel window lintel had been damaged by a one off storm event. Furthermore, the Provider says that the nature of the cracking did not indicate a failure of the foundations and therefore subsidence or escape of water was excluded as a cause of the damage.

The Complaint for Adjudication

The complaint is that the Provider wrongly or unfairly declined the Complainants' holiday home insurance claim.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainants were given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint. Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on **20 January 2022**, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter. In the absence of additional submissions from the parties, within the period permitted, the final determination of this office is set out below.

I note that the First Complainant telephoned the Provider on **20 January 2020** to notify it of two claims, the first relating to internal and external cracking on the walls around the sitting room window of the Complainants' holiday home, and the second relating to damage to the cladding and fascia and soffit at the gable wall.

Following its assessments, the Provider-appointed Loss Adjuster advised the First Complainant by telephone on **26 February 2020** and by email and letter on **28 February 2020** that both claims were rejected.

I note that the First Complainant made a complaint to the Provider on **2 March 2020** regarding its decision to decline the Complainants' first claim, that relating to the internal and external cracking on the walls around the sitting room window, and the length of time it took for a decision to be made on both claims.

The evidence shows that following the First Complainant's claim notification to the Provider on **20 January 2020**, the Loss Adjuster carried out a site inspection of the insured property.

In his **Preliminary Report** dated **28 February 2020**, the Loss Adjuster stated:

“CIRCUMSTANCES/DISCOVERY

Your Insured reports that he is not sure when he first became aware of this issue however he confirmed that minor settlement “cracks” to the internal block leaf of the living room were noticed during the summer of 2019 when he was at the property for the last 2 weeks of August. Initially the problem was not considered serious however upon returning to the property in December 2019 it was noticed that the cracks had deteriorated considerably...

CAUSE:

Alleged subsidence.

Subsequent to our inspection we were presented with a report compiled by the Insured’s Building Contractor...who identifies the cause of the cracking as the ‘steel lintel over the living room window has perished causing the wall to slip and crack’.

The steel lintel is considered to have perished as a result of exposure to the elements and general weather. The lintel has rusted and corroded and [the Building Contractor] has recommended that the steel lintel be replaced with a galvanised lintel which will be more weather resistant.

During our inspection we also observed evidence of previous repair to the brick mortar surrounding the window lintel. We referred the newly formed mortar to the Insured (we sent an email with the below photographs) who has no knowledge of any previous repairs. This would indicate that the damage had been ongoing prior to the Insured’s ownership of the property which he inherited from ... in 19xx; however the Insured is adamant that if a previous repair was carried out by ... he would have been advised of this.

...

NATURE & EXTENT OF DAMAGE:

We have been presented with a builder’s estimate which recommends that the steel lintel be removed and replaced with a galvanised lintel. In order for these works to be completed the ceiling of the living room will have to be propped and the external brick work removed and reinstated upon completion. Internally the wall cracks will require localised repair and redecoration of the living room thereafter ...

POLICY LIABILITY:

The loss in this instance has resulted from the gradual deterioration of the steel window lintel which has perished overtime. There is no evidence to suggest that the steel window lintel has been damaged by a one-off storm event and we are therefore unable to identify the operation of an Insured Peril in this instance.

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The nature of the cracking would not indicate a failure of the foundations and as such subsidence or escape of water cover is not relevant.

We also note that the wear and tear exclusion includes damage caused by wear/tear/rust or corrosion and gradual deterioration or any gradually operation cause..."

In addition, in his letter to the First Complainant dated **5 February 2020**, the Complainants' contractor states:

"Investigated: Cracks over sitting room window of house ...

Cause: Steel lintel over window has perishing causing the wall to slip and crack".

It should be noted that the Complainants' **Holiday Home Insurance Policy**, like all insurance policies, does not provide cover for every eventuality. Rather the cover will be subject to the terms, conditions, endorsements and exclusions set out in the policy documentation.

I note that the '**General Exclusions**' section at pgs. 44-46 of the applicable **Policy Document** states that:

"We shall not be liable for: ...

Wear and tear as undernoted

- *Wear, tear, rust or corrosion.*
- *Gradual deterioration or any gradually operating cause ..."*

Having reviewed the evidence in detail, I am of the opinion that it was reasonable for the Provider to conclude that the cause of the internal and external cracking on the walls around the sitting room window of the Complainants' property, was the gradual deterioration of the steel window lintel which had perished over time, and that there was no evidence to suggest that the steel window lintel had been damaged by the insured peril of a one-off storm event.

In addition, I also take the view that it was reasonable for the Provider to conclude that the nature of the cracking, which was only at a high level above the window, did not indicate a failure of the foundations and as a result, was not caused by either of the insured perils of subsidence, or escape of water.

In his email to this Office dated **29 March 2021**, the First Complainant advises:

"... [the Contractor] is a Carpenter, so how has his opinion on a Building Structure been taken as valid by the [Loss Adjuster]?"

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I note the Loss Adjuster emailed the First Complainant on **31 January 2020** and advised him that the builder's report would have to highlight the cause of the cracking and the proposed remedy.

The '**Claims – Terms and Conditions**' section at pg. 38 of the **Policy Document** states that:

"... You will be required to produce, at your own expense, all necessary documents and information to support any loss and forward these to us, together with a completed claim form (if required), within 30 days of first notifying Us of the incident. Failure to provide the required documentation within the specified time may result in your claim being declined".

I am satisfied that the onus rests on the policyholder to demonstrate that the damage being claimed for, has been caused by the operation of one of the insured perils listed in the policy and in that regard, it was a matter for the First Complainant himself to engage the services of an appropriately qualified contractor, to determine the cause of the cracks.

In any event, I take the view that the Provider's Loss Adjuster did not rely solely on the opinion of the Complainants' contractor. Rather, I accept that the decision to decline the claim was based on the Loss Adjuster's own observation that the steel lintel had rusted and corroded and that this, along with evidence of previous repairs to the brick mortar surrounding the window lintel, indicated that the cause of the cracking was not due to one of the insured perils listed in the policy.

In the absence of any evidence supplied by the Complainants to the contrary, I am satisfied that this was a reasonable conclusion for the Loss Adjuster to reach.

Since the preliminary decision of this office was issued, the Complainants have expressed dissatisfaction with the views of this Office. By way of example, they have queried:

"Why have we insurance when the lintel which is of the house structure is not covered?"

I am satisfied that the lintel referred to by the Complainants was in fact covered by the insurance policy, but only in the circumstances outlined within the policy terms, conditions and exclusions. As the lintel was rusted, I am satisfied that the Provider was entitled to conclude that no benefit was payable, because of the '**General Exclusions**' in the policy which specified that:

"We shall not be liable for: ...

Wear and tear as undernoted

- *Wear, tear, rust or corrosion.*
- *Gradual deterioration or any gradually operating cause ..."*

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I am also satisfied that the Provider was entitled to conclude from the evidence of previous repairs, that the exclusion regarding “*Gradual deterioration or any gradually operating cause*” was relevant, and this was not dependent upon the Complainants having been aware of the previous repairs that had been carried out. I accept the Complainants evidence that they were not in fact aware of those previous repairs, but nevertheless the fact that repairs had been carried out previously, was relevant to the Provider’s assessment of the claim.

In relation to the First Complainant’s comment in his **Complaint Form** that “*I also have a problem with the time it took for a decision to be made by [the Loss Adjuster]*”, I note the Loss Adjuster advised the Complainant by telephone on **26 February 2020** and by email and letter on **28 February 2020** that both of the claims he had made on **20 January 2020** were declined.

The Loss Adjuster carried out a site inspection promptly on **22 January 2020** and received the Complainants’ contractor’s report on **7 February 2020**. I do not consider the 13 working days thereafter that it took the Loss Adjuster to communicate the Provider’s claims decisions, to represent a delay in this matter.

Recordings of telephone calls have been furnished in evidence. I note that during the telephone call the First Complainant made to the Provider on **20 January 2020** when he first notified the Provider of the two claims and set out the nature of these losses, the Agent clearly advised him:

“There’s certain cover on the policy [First Complainant], just if it’s, you know, if that damage was as the result of storm there would be cover, if it was anything to do with general weathering, wear and tear or gradual deterioration, they are things that would be excluded from the policy, they wouldn’t be covered”.

I am satisfied accordingly, that the Complainants were immediately placed on notice through this telephone conversation, of the nature of the cover which was in place. It was a matter for the Complainants thereafter, to submit the appropriate expert report to establish the cause of the damage which was the subject of their claim. For the reasons outlined above however, I am satisfied that on the basis of the evidence made available to the Provider as to the cause of the losses claimed for, it was entitled to decline the claim in accordance with the terms and conditions of the policy.

Having regard to all of the above, I am satisfied that the evidence does not support the complaint that the Provider wrongly or unfairly declined the Complainants’ home insurance claim.

Accordingly, on the evidence before me I take the view that this complaint cannot reasonably be upheld.

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Conclusion

My Decision, pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is rejected.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.



MARYROSE MCGOVERN
Financial Services and Pensions Ombudsman (Acting)

2 March 2022

Pursuant to **Section 62** of the **Financial Services and Pensions Ombudsman Act 2017**, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

(a) ensures that—

- (i) a complainant shall not be identified by name, address or otherwise,
 - (ii) a provider shall not be identified by name or address,
- and

(b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.